

Invoice 90101039 09/26/2007



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi MI 48375

Phone (248) 449-9290
Fax (248) 449-9704
sales@vector-cantech.com

Bill To:

Customer No.: 7000041
General Motors FSS ABP
Attn: Accounts Payable
PO Box 63490
Phoenix AZ 85082-3490

Ship To:

Kevin Kidston 248 343 7290
Mail Code 483-316-100
GM-Milford Proving Grounds
NA Validation Center
Attn: Kevin Kidston (248)343-7290
MC: 483-316-100
Bldg 7 Dock 1
3300 General Motors Road
Milford MI 48360

PurchaseOrder: TCS10009
PODate: 09/05/2007
Terms: 30 days net
DeliveryNote: 80092119
DeliveryDate: 09/26/2007
DeliveryType: FedEx 2-Day (US)
TrackingNumber: 925883387500
RemitTo: Above Address

Hand Delivered by Alex Stark On 09/27/2007

| Item-No | Qty | Description | Price(USD) | Total(USD) |
|---------|-----|------------------------------------|-------------|--------------|
| 1000 | 19 | CANalyzer pro V6.1 | \$ 2,646.00 | \$ 50,274.00 |
| | | PR793908 001 Vendor 11-175-7464 | | |
| 2000 | 19 | CANape V6.5 | \$ 5,051.20 | \$ 95,972.80 |
| | | PR793908 002 Vendor 11-175-7464 | | |
| 3000 | 19 | CANcardXL V1.0 | \$ 693.50 | \$ 13,176.50 |
| | | PR793908 003 Vendor 11-175-7464 | | |
| 4000 | 38 | CANcab 1050opto | \$ 204.25 | \$ 7,761.50 |
| | | PR793908 004 Vendor 11-175-7464 | | |
| 5000 | 19 | CANcab 5790opto c | \$ 262.20 | \$ 4,981.80 |
| | | PR793908 005 Vendor 11-175-7464 | | |

Number: 90101039

Date: 09/26/2007

| Item-No | Qty | Description | Price(USD) | Total(USD) |
|---------|-----|--|--------------|--------------|
| 6010 | 1 | CANoe/DENoe Opt .LIN V6.1 PR793908 0015 Vendor 11-175-7464 | \$ 1,890.00 | \$ 1,890.00 |
| 6020 | 1 | CANoe/DENoe Opt .FlexRay V6.1 PR793908 0016 Vendor 11-175-7464 | \$ 4,050.00 | \$ 4,050.00 |
| 7000 | 1 | CANcardXL V1.0 (License Key) | | |
| 8000 | 2 | LINcab 7259mag PR793908 0017 Vendor 11-175-7464 | \$ 228.00 | \$ 456.00 |
| 9000 | 1 | FlexCard Cyclone II / E-Ray PR793908 0018 Vendor 11-175-7464 | \$ 2,388.00 | \$ 2,388.00 |
| 10000 | 1 | CANdelaStudio Admin V5.0 PR793908 0014 Vendor 11-175-7464 | \$ 13,560.00 | \$ 13,560.00 |
| 11000 | 1 | CANdelaStudio Standard V5.0 PR793908 0012 Vendor 11-175-7464 | \$ 6,762.00 | \$ 6,762.00 |
| 12000 | 10 | CANlog4 PR793908 006 Vendor 11-175-7464 | \$ 2,260.00 | \$ 22,600.00 |
| 12010 | 10 | CANlog Piggy-Back 6255 PR793908 007 Vendor 11-175-7464 | \$ 100.00 | \$ 1,000.00 |
| 12020 | 20 | CANlog Piggy-Back 1050 PR793908 008 Vendor 11-175-7464 | \$ 102.00 | \$ 2,040.00 |

Number: 90101039

Date: 09/26/2007

| Item-No | Qty | Description | Price(USD) | Total(USD) |
|---------|-----|--|------------|-------------|
| 12025 | 10 | CANlog I/O Card D4I4O PR793908 010 PR793908 010 Vendor 11-175-7464 | \$ 320.00 | \$ 3,200.00 |
| 12040 | 10 | CANlog4 Flash card 64 MB PR793908 009 Vendor 11-175-7464 | \$ 250.00 | \$ 2,500.00 |
| 13000 | 2 | CANlog/Multilog LOGview PR793908 011 Vendor 11-175-7464 | \$ 580.00 | \$ 1,160.00 |
| 15000 | 1 | Maintenance Agr. CANdelaStudio Adm. Order 40009175 from 09/25/2007 | | |
| 16000 | 1 | Maintenance Agr. CANdelaStudio Std. Order 40009175 from 09/25/2007 | | |

Invoice Total (Amount Due)

\$ 233,772.60

Payment dates: Up to 10/26/2007 without deduction

Terms of delivery: FOB USA Only

Financial Shared Services – Invoice Processing
Return Letter with Invoice

Date: October 9, 2007

| | | | |
|------------------------|-----------------|-------------|-----------------|
| To: | Vector | DCN: | 234867 |
| Invoice Number: | 90101039 | P.O: | TCS10009 |

We are unable to process the attached invoice due to the following:

Requester e-mail address: kevin.s.kidston@gm.com

- **Invoice does not match ITEM ID/PR # as shown on purchase order. Supplier needs to contact the requester / buyer. Item # PR793908 003 is not listed on the PO. Please verify.**

SESSION1 - EXTRA Enterprise 2000

NPT42030 TC/NZH7VH /E RECEIPT TYPE: LOC : TC
DATE: 10/08/07
TIME: 09:55:18

A/C: SB./RELEASE #: TCS10009 BEG SEQ: RECEIPT #:
PACKING SLIP #: CARGO: VERS: RSC #:
DOCK: CARRIER: DATE REC'D: DATE SHIP'D: VER COMP:
B.P.I. IND:
VENDOR1: VECTOR CANTECH INC CMT: ID:
VENDOR2: PRO#: MORE

| A/C | SEQ# | QTY | REC'D | S | U/M | ITEM | ID/PR# | NOUN | NAME/PR | DESC | CHEMCL | QTY | OPEN |
|-----|-------|-----|-------|---|------|----------|--------|-----------|------------|------|--------|-------|------|
| | 00001 | | | | EACH | PR793908 | 001 | CANALYZER | PRO | V6.1 | | 19.00 | |
| | 00002 | | | | EACH | PR793908 | 002 | CANAPE | GRAPH | V6.5 | C | 19.00 | |
| | 00004 | | | | EACH | PR793908 | 004 | CANCAB | 10500PTO | (PA | | 38.00 | |
| | 00005 | | | | EACH | PR793908 | 005 | CANCAB | 57900PTO | C | | 19.00 | |
| | 00006 | | | | EACH | PR793908 | 006 | CANLOG4 | (PART | #: | 28 | 10.00 | |
| | 00007 | | | | EACH | PR793908 | 007 | CANLOG | PIGGY-BACK | 6 | | 10.00 | |
| | 00008 | | | | EACH | PR793908 | 008 | CANLOG | PIGGY-BACK | 1 | | 20.00 | |
| | 00009 | | | | EACH | PR793908 | 009 | CANLOG4 | FLASH | CARD | | 10.00 | |
| | 00010 | | | | EACH | PR793908 | 010 | CANLOG | I/O | CARD | D4I | 10.00 | |
| | 00011 | | | | EACH | PR793908 | 011 | CANLOG | MULTILOG | LOG | | 10.00 | |

IO0003-INQUIRY COMPLETE

PF01: HELP PF04: BLANK SCREEN PF07: SB/RL REC INQ PF10: VERSION COMP
PF02: GO TO PF05: RECEIPT HDR PF08: ITEM BUY HIST PF11: SCROLL FWRD
PF03: PREVIOUS MENU PF06: ROUTING SLIP PF09: ORD STAT INQ PASSWORD:

13/02

Connected to host ahppcn.sys.eds.com [206.122.115.2] (VA214A43)

If you issue a revised invoice please forward to:

GM Financial Shared Services Acquisition Business Process
c/o OLIMPIC Receipting
PO Box 63490
Phoenix, AZ. 85082-3490

Thank You,

Nikki Quikel

Any inquiries regarding the above, contact : fss_invoice_processing@gm.com



GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

SHIP TO:
GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

INVOICE TO:
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Herein Apply.

ORDER TCS10009 002
ALTERNATION ##
This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE 10/25/07
ALTERNATION EFFECTIVE DATE 10/25/07
PHONE: 313-667-3963
R. DEGENFELDER
PA11 Buyer
Degefelder
PURCHASING AGENT

09-50026-mg Doc 720-6 Filed 06/12/09 Entered 06/12/09 11:37:38 Exhibit C PART 2 Pg 5 of 36

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFC NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|--|--|---------------|---------------|-------------|-----------------|-------------------|--------------------|
| 09022 | 19 | PR793908 003 | ### SPOT BUY TCS10009 HAS BEEN ALTERED AS FOLLOWS ### | THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) | | | | | | |
| | | | ALTERNATION TO PURCHASE ORDER TO ADD SEQ 003 ORIGINAL TERMS AND CONDITIONS APPLY. | | | | | | | |
| | | | ### THIS ITEM HAS BEEN ADDED ### | | | | | | | |
| | | | CANCARDXL V1.0 (PART#: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | | | | | |
| | | | | | | 09/28/07 | C 0.00% | 693.5000 | | EACH |



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

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On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached thereto apply.

PURCHASE

PAGE 1

ORDER: TCS10009 001
A L T E R A T I O N

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

| | | |
|---------------------------|----------|---------------------|
| ORDER DATE | 09/05/07 | PHONE: 313-667-3963 |
| ALTERATION ISSUE DATE | 09/17/07 | R. DEGENFELDER |
| ALTERATION EFFECTIVE DATE | 09/17/07 | PA11 Buyer |

R. Degenfelder
PURCHASING AGENT

PAYMENT TERMS: NET 2ND DAY OF 2ND MONTH
FREIGHT COLLECT
SHIP VIA: REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFC NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|---|--|------------|---------------|--------------|-----------------|----------------|-----------------|
| 00003 | 0 | PR793908 003 | ### SPOT BUY TCS10009 HAS BEEN ALTERED AS FOLLOWS ### | THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) | | | | 693.5000 | | EACH |
| 00019 | 0 | PR793908 019 | ### THIS ITEM HAS BEEN CANCELED ### | REVISION TO ORIGINAL PO TO CORRECT PRICING. REFERENCE REVISED QUOTE 15023180 | | | | 1987.0000 | | EACH |
| 08020 | 1 | PR793908 020 | ### THIS ITEM HAS BEEN CHANGED ### | ORIGINAL TERMS APPLY. | | | | 314.0000 | | EACH |



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. This order is subject to the terms and conditions of the contract to which Seller agrees by acceptance of this order. This order, including the terms and conditions on the back and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE

ORDER: TCS10009 001
A L T E R A T I O N

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Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

| | | |
|---------------------------|----------|---------------------|
| ORDER DATE | 09/05/07 | PHONE: 313-667-3963 |
| ALTERATION ISSUE DATE | 09/17/07 | R. DEGENFELDER |
| ALTERATION EFFECTIVE DATE | 09/17/07 | PA11 Buyer |
| | | PURCHASING AGENT |

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | REQ NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------|------------------|-------------------------|----------------------------------|---|------------|---------------|-------------|-----------------|----------------|-----------------|
| 0005010 | 1 | PR793908 021 | ## THIS ITEM HAS BEEN CHANGED ## | MAINTENANCE FOR OPTION FR (PART #: A-COE.FR) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 | C 0.00% | 674.0000 | | EACH |



General Motors Corporation

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GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

SHIP TO:
GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:
INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

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PURCHASE PAGE 1
ORDER: TCS10009

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| | |
|---------------------------|---|
| ORDER DATE 09/05/07 | PHONE: 313-667-3963 R. DEGENFELDER PA11 Buyer |
| ALTERATION ISSUE DATE | |
| ALTERATION EFFECTIVE DATE | |

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|---|--|---------------|---------------|--------------|-----------------|-------------------|--------------------|
| 060001 | 19 | PR793908 001 | THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) | GM CONTACT: KEVIN KIDSTON 248-343-7290 VECTOR CANTECH: MARC SEMMA 248-449-9290 | | 09/28/07 | C | 0.00% | 2646.0000 | EACH |
| 060002 | 19 | PR793908 002 | THIS PURCHASE IS GOVERNED BY GM'S SOFTWARE LICENSE AGREEMENT SIGNED BY AND BETWEEN VECTOR CANTECH AND GENERAL MOTORS EFFECTIVE 10/1/03 REFERENCE QUOTE# 15022736 REV 3 | CANALYZER PRO V6.1 (PART#: 021777) KEVIN KIDSTON 248-343-7290 DELIVER TO: KEVIN KIDSTON 16B-1116 GM MPG - BLDG. 16 MILFORD, MI 48380 483 ATTN: KEVIN KIDSTON, WHO ORDERED: KIDSTON, 248-343-7290 | | 09/28/07 | C | 0.00% | 5051.2000 | EACH |



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
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SHIP TO:

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NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490
US

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

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PURCHASE

PAGE 2

ORDER: TCS10009

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Invoice Attn: Accounts Payable
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ORDER DATE
09/05/07

PHONE: 313-667-3963
R. DEGENFELDER
PA11 Buyer

ALTERATION ISSUE DATE

PA11

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE | % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|---|-------------|---------------|---------------|----------|-------|-----------------|-------------------|--------------------|
| 00003 | 19 | PR793908 003 | CANCARDXL V1.0 (PART#: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 693.5000 | | EACH |
| 00004 | 38 | PR793908 004 | CANCAB 10500PTO (PART #: 22066) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 204.2500 | | EACH |
| 00005 | 19 | PR793908 005 | CANCAB 57900PTO C (PART #: 22051) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 262.2000 | | EACH |
| 00006 | 10 | PR793908 006 | CANLOG4 (PART #: 28022) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 2260.0000 | | EACH |
| 00007 | 10 | PR793908 007 | CANLOG PIGGY-BACK 6255 (PART #: 28012) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 100.0000 | | EACH |

A005210 USER REBECCA DEGENFECDER

ORIGINAL

CONTINUE PAGE

3

CHMA08 4/93



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

SHIP TO:

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NA VALIDATION CENTER
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INVOICE TO:
& EQUIP ONLY. QUESTIONS TO:
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VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
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Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

PURCHASE PAGE 3
ORDER: TCS10009

ORDER DATE 09/05/07
PHONE: 313-667-3963
R. DEGENFELDER
PA11 Buyer

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

DESTINATION UNLESS OTHERWISE INDICATED

FREIGHT COLLECT

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE | % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|---|-------------|------------|---------------|----------|-------|----------------------|----------------|-----------------|
| 00008 | 20 | PR793908 008 | CANLOG PIGGY-BACK 1050 (PART # : 28015) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 102.0000 2040 | | EACH |
| 00009 | 10 | PR793908 009 | CANLOG4 FLASH CARD 64 MB (PART # : 28019) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 250.0000 2500 | | EACH |
| 00010 | 10 | PR793908 010 | CANLOG I/O CARD D4140 (PART # : 28014) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 320.0000 3200 | | EACH |
| 00011 | 10 | PR793908 011 | CANLOG/MULTILOG LOGVIEW (PART # : 28051) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 580.0000 5800 | | EACH |
| 00012 | 1 | PR793908 012 | CANDELASTUDIO STANDARD V5.0 (PART # : 40048) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C | 0.00% | 6762.0000 5762 | | EACH |
| 00013 | 1 | PR793908 013 | | | | 09/28/07 | C | 0.00% | 1217.0000 1217.00 | | EACH |



GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

US

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
3950 ORCHARD HILL PL STE 550
NOVI MI
48375

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator.
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PURCHASE PAGE 4
ORDER: TCS10009

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA11 Buyer

PURCHASING AGENT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
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| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | R.F.O. NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|----------------------------|---|-------------|------------------|---------------|-------------|-----------------|-------------------|--------------------|
| 00014 | 1 | PR793908 014 | MAINTENANCE AGREEMENT CANDELASTUDIO(PART#:MA-CDS-S) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C 0.00% | 13560.0000 | | EACH |
| 00015 | 1 | PR793908 015 | CANDELASTUDIO ADMIN V5.0 (PART #: 40050) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C 0.00% | 1890.0000 | | EACH |
| 00016 | 1 | PR793908 016 | CANOE/DENOE OPT .LIN V6.1 (PART #: 11135) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C 0.00% | 4050.0000 | | EACH |
| 00017 | 2 | PR793908 017 | LINCAB 7259MAG (PART #: 22047) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | | 09/28/07 | C 0.00% | 228.0000 | | EACH |
| 00018 | 1 | PR793908 018 | | | | 09/28/07 | C 0.00% | 2388.0000 | | EACH |



General Motors Corporation

GENERAL MOTORS CORP.
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DETROIT MI
48265-2000

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NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

PURCHASE ORDER: TCS10009

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

INVOICE TO:

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INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
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PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer

PURCHASING AGENT

NET 2ND DAY OF 2ND MONTH F.O.B. DESTINATION UNLESS OTHERWISE INDICATED SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFC NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|--|---|---------------|---------------|-------------|-----------------|-------------------|--------------------|
| 09021 | 1 | PR793908 021 | MAINTENANCE FOR OPTION FR (PART #: A-COE.FR) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 972.0000 | | EACH |
| 09020 | 1 | PR793908 020 | MAINTENANCE FOR OPTION .LIN (PART #: MA-COE.LIN) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 453.0000 | | EACH |
| 09019 | 1 | PR793908 019 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 1987.0000 | | EACH |
| 09018 | 1 | PR793908 018 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09017 | 1 | PR793908 017 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09016 | 1 | PR793908 016 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09015 | 1 | PR793908 015 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09014 | 1 | PR793908 014 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09013 | 1 | PR793908 013 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09012 | 1 | PR793908 012 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09011 | 1 | PR793908 011 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09010 | 1 | PR793908 010 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09009 | 1 | PR793908 009 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09008 | 1 | PR793908 008 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09007 | 1 | PR793908 007 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09006 | 1 | PR793908 006 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09005 | 1 | PR793908 005 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09004 | 1 | PR793908 004 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09003 | 1 | PR793908 003 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09002 | 1 | PR793908 002 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |
| 09001 | 1 | PR793908 001 | MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) | KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 | | 09/28/07 C | 0.00% | 314.00 | | EACH |



GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

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PURCHASE PAGE 6
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ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer

PURCHASING AGENT

NET 2ND DAY OF 2ND MONTH

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

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3300 GENERAL MOTORS RD

7

DETROIT MI
48265-2000

3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI 48058

148380-3726

CS

INVOICE TO:

**INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:**

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490 US

55

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Government Contract Number is Shown Hereon, additional Terms and Conditions attached Hereon Apply.

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FREIGHT COLLECT

VIA
REFER TO WWW.GMSUPPLYPOWER.COM

RAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. |
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DATE REQUIRED

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| BASE UNIT PRICE |
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| PRICE MULTIPLE | UNIT OF MEASURE |
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 DELIVER TO INFORMATION
 REQUESTOR AND ROOM NUMBER OF REQUESTOR
 ITEM SEQUENCE NUMBER AS SHOWN ON PURCHASE ORDER
 ITEM IDENTIFICATION NUMBER (IF APPLICABLE)
 DESCRIPTION

QUANTITY
PRICE
INVOICE APPROVAL NAME AND ADDRESS (IAR)
IF APPLICABLE
ACCOUNT CLASSIFICATION NUMBER AND PRR NUMBER FOR
CONTRACT LABOR OR ENGINEERING DESIGN

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MEXICO STAFF ACCOUNTING 011-52-841-54000



GENERAL MOTORS CORP.
GLOBAL PURCHASING
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BOX 200 M/C 482-B29-D84
DETROIT MI
48265-2000

VENDOR NUMBER 11-175-7464
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NOVI MI
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ITEM SEQUENCE QUANTITY ORDERED ITEM IDENTIFICATION NO. NOUN NAME DESCRIPTION R.F.O. NUMBER DATE REQUIRED TAX CODE % BASE UNIT PRICE PRICE MULTIPLE UNIT OF MEASURE

THE INVOICE NUMBER AND PURCHASE ORDER/RELEASE NUMBER WILL BE REQUIRED FOR THE PERSON TO ASSIST YOU.

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PLEASE MARK THIS COPY "RECEIVING SLIP" TO AVOID CONFUSION. BOTH COPIES ARE REQUIRED TO PROCESS YOUR INVOICE IN A TIMELY MANNER. (ZM)

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GLOBAL PURCHASING
200 RENAISSANCE CENTER
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| | | |
|---------------------------|----------|---------------------|
| ORDER DATE | 09/05/07 | PHONE: 313-667-3963 |
| ALTERATION ISSUE DATE | PA11 | R. DEGENFELDER |
| ALTERATION EFFECTIVE DATE | | Buyer |
| | | PURCHASING AGENT |

NET 2ND DAY OF 2ND MONTH F.O.B. DESTINATION UNLESS OTHERWISE INDICATED SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE / % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|---------------|------------------|-------------------------|--|-------------|------------|---------------|--------------|-----------------|----------------|-----------------|
| | | | GENERAL MOTORS CORPORATION PERMITS: | | | | | | | |
| | | | GEORGIA #044-38-00894-3 | | | | | | | |
| | | | INDIANA #003-2804890001 | | | | | | | |
| | | | KENTUCKY #0000-10 | | | | | | | |
| | | | KANSAS #98-0003B (FAIRFAX ONLY) | | | | | | | |
| | | | LOUISIANA #6009013-008DP (SHREVEPORT ONLY) | | | | | | | |
| | | | MARYLAND #20 | | | | | | | |
| | | | MICHIGAN #ME-0900440 | | | | | | | |
| | | | MISSISSIPPI #4277 (SPD ONLY) | | | | | | | |
| | | | MISSOURI #11731559 | | | | | | | |
| | | | NEW JERSEY #NJ9-001-683/000 | | | | | | | |
| | | | NEW YORK #DP-003445 | | | | | | | |
| | | | OHIO #98-000613 | | | | | | | |
| | | | OKLAHOMA #137479 | | | | | | | |
| | | | PENNSYLVANIA #02-93450/DP246 | | | | | | | |
| | | | TEXAS #1-38-0572515-0 | | | | | | | |
| | | | VIRGINIA #9980000793 | | | | | | | |
| | | | WISCONSIN #WDP95-01-01012 | | | | | | | |
| | | | ONSTAR CORPORATION PERMIT: | | | | | | | |
| | | | MICHIGAN #38-3506814 | | | | | | | |
| | | | SATURN CORPORATION PERMITS: | | | | | | | |
| | | | MICHIGAN #38-2577506 | | | | | | | |
| | | | TENNESSEE #100315259 | | | | | | | |



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

This order is not binding until accepted. Acceptance should be indicated by return of a copy of this order.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 11
ORDER: TCS10009

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.
(2) copies of Your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.

| | |
|---------------------------|---------------------------------------|
| ORDER DATE 09/05/07 | PHONE: 313-667-3963 R. DEGENFELDER |
| ALTERATION ISSUE DATE | PA11 Buyer |
| ALTERATION EFFECTIVE DATE | PURCHASING AGENT |

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | RFO NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|---|-------------|---------------|---------------|-------------|-----------------|-------------------|--------------------|
| | | | PHONE: (248) 874-4636 | | | | | | | |
| | | | ***** BUYER SERVES FROM TIME TO TIME AS A CONTRACTOR FOR THE UNITED STATES GOVERNMENT. IF SELLER IS A U.S. ENTITY, SELLER SHALL COMPLY WITH ALL FEDERAL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO SELLER AS A SUBCONTRACTOR OF GOVERNMENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO (1) EQUAL EMPLOYMENT OPPORTUNITY (PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED, 41 CFR 60-741.5, 41 CFR 60-250.5); (2) UTILIZATION OF SMALL AND DISADVANTAGED BUSINESS CONCERNS: FAR SUBPARTS 52.219-8 AND 52.219.9); (3) CONTRACTING WITH BUSINESS CONCERNS OPERATING IN AREAS OF SURPLUS LABOR (41 CFR 1-1.805); AND (4) CONTRACTING WITH WOMEN-OWNED BUSINESS CONCERNS (EXECUTIVE ORDER 12138). (4Z) 10-29-03 ***** SPECIAL TERM (US) - GOVERNMENT CONTRACTS ***** COST-QUANTITY ON PO/RELEASE* THE 1.00 UNIT PRICE DOES NOT REPRESENT COST, BUT | | | | | | | |



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

PURCHASE
ORDER: TCS10009

PAGE 12

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.

Item Identification Number(s) must be shown on Packing Slips and Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

INVOICE TO:
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490

ORDER DATE
09/05/07

PHONE: 313-667-3963
R. DEGENFELDER
PA 11

TO:

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

ALTERATION ISSUE DATE
ALTERATION EFFECTIVE DATE

PURCHASING AGENT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSUPPLYPOWER.COM

| ITEM SEQUENCE | QUANTITY ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME | DESCRIPTION | R.F.O. NUMBER | DATE REQUIRED | TAX CODE/ % | BASE UNIT PRICE | PRICE MULTIPLE | UNIT OF MEASURE |
|------------------|---------------------|-------------------------|---|-------------|------------------|---------------|-------------|-----------------|-------------------|--------------------|
| | | | IS A MULTIPLIER. COST IS REPRESENTED BY QUANTITY ON PO/RELEASE. (ZX) | | | | | | | |
| | | | EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES ***** THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS. | | | | | | | |
| | | | SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPPDESK@GM.COM QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636. | | | | | | | |
| | | | TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY. | | | | | | | |



Suite 550
39500 Orchard Hill Place
Novi, MI 48375

Phone (248) 449-9290
Fax (248) 449-9704
sales@vector-cantech.com

Order Confirmation 84777 09/12/2007

Mr. Kevin Kidston
EGM Hybrid Controls X-Mode Programs
M/ C 483-316-100
General Motors Corporation
3300 General Motors Road
Milford MI 48380
Phone : +1 248 343 7290
Fax : +1 248 685 6170
E-Mail : kevin.s.kidston@gm.com

PO Number: TCS10009

Shipment address:
NA Validation Center
GM-Milford Proving Grounds
Attn: Kevin Kidston (248)343
Bldg 7 Dock 1
3300 General Motors Road
Milford MI 48380

Dear Mr. Kidston,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal (USD) |
|------|-----|--------------|--------------------|-------------|-----------------|
| 1000 | 19 | 02177 | CANalyzer pro V6.1 | \$ 4,410.00 | \$ 83,790.00 |
| | | Discount [%] | 40.00- % | | \$ 33,516.00- |
| | | | | | \$ 50,274.00 |

PR793908 001

Vendor 11-175-7464

Software tool for ECU analysis and testing of distributed systems. Database support for symbolic access to the bus communication and to the analysis of signal values in Trace window, Data window, Graphic window, Statistics window and Bus Statistics window. Creation of display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Windows COM interface for connecting to other tools. For Windows 2000/XP/Vista (Vista only for CAN and LIN and when User Account Control (UAC) is deactivated).
Special functions: Entire CAN communication support. Diagnostic interpretation based on CANdela description files. CANdela Viewer to view CANdela description files.

Document-No.: 84777

Date: 09/12/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|--|-----|--------------|-------------------|-------------|----------------|
| 2000 | 19 | 03047 | CANape V6.5 | \$ 6,314.00 | \$ 119,966.00 |
| | | Discount [%] | 20.00- % | | \$ 23,993.20- |
| | | | | | \$ 95,972.80 |
| PR793908 002 | | | | | |
| Vendor 11-175-7464 | | | | | |
| Calibration system for electronic control units. Measurement data aquisition, visualization and evaluation, flash programming and parameter calibration. Supported protocols are CAN, LIN, Flexray, CCP, XCP, KWP2000 (CAN, K-Line). Integrated ASAP2 database editor, updater and merger. "Diagnostic Feature Set" to execute diagnostic services in the ECU based on CDD or ODX 2.0 database. Calibration Data Management to manage parameter sets. Recording and evaluation of Video/Audio and GPS data. Designed for Windows 2000/XP/Vista. Vista support only for CAN and LIN and if User Account Control (UAC) is deactivated. | | | | | |
| 3000 | 19 | 07100 | CANcardXL V1.0 | \$ 730.00 | \$ 13,870.00 |
| | | Discount [%] | 5.00- % | | \$ 693.50- |
| | | | | | \$ 13,176.50 |
| PR793908 003 | | | | | |
| Vendor 11-175-7464 | | | | | |
| PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs. | | | | | |
| 4000 | 38 | 22066 | CANcab 1050opto | \$ 215.00 | \$ 8,170.00 |
| | | Discount [%] | 5.00- % | | \$ 408.50- |
| | | | | | \$ 7,761.50 |
| PR793908 004 | | | | | |
| Vendor 11-175-7464 | | | | | |
| CAN connection cable for CANcardXL including one Philips high speed transceiver TJA1050. Opto decoupled. | | | | | |
| 5000 | 19 | 22051 | CANcab 5790opto c | \$ 276.00 | \$ 5,244.00 |
| | | Discount [%] | 5.00- % | | \$ 262.20- |
| | | | | | \$ 4,981.80 |
| PR793908 005 | | | | | |
| Vendor 11-175-7464 | | | | | |
| CAN connection cable for CANcardXL with one Philips single wire CAN transceiver AU5790c. Opto decoupled. | | | | | |
| Serialno.: (1112302793) | | | | | |

Document-No.: 84777

Date: 09/12/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|--|-----|--------------|-------------------------------|-------------|----------------|
| 6010 | 1 | 11135 | CANoe/DENoe Opt .LIN V6.1 | \$ 2,520.00 | \$ 2,520.00 |
| | | Discount [%] | 25.00- % | | \$ 630.00- |
| | | | | | \$ 1,890.00 |
| PR793908 0015 | | | | | |
| Vendor 11-175-7464 | | | | | |
| Upgrade a CANoe/DENoe version with LIN functionality. | | | | | |
| Special functions: Entire LIN communication support. Support for protocol specifications: LIN1.3 (also TOYOTA standard), LIN2.x (also SAE J2602), COOL-LIN (now called COOLING). Simulation & analysis of LIN networks according to LIN Description File (LDF). Viewing & analysis of LIN Description Files (LDFs). Functions for modeling Master & Slave nodes. Creating, editing & generating LIN schedule tables. Interactive manipulation of the scheduler. User-defined test case definition, control & reporting functions for LIN nodes. Creation and execution of LIN conformance tests for Master and Slave (XL hardware required). Stimulation of protocol errors and protocol manipulation respectively (Stress Feature Set). | | | | | |
| 6020 | 1 | 11141 | CANoe/DENoe Opt .FlexRay V6.1 | \$ 5,400.00 | \$ 5,400.00 |
| | | Discount [%] | 25.00- % | | \$ 1,350.00- |
| | | | | | \$ 4,050.00 |
| PR793908 0016 | | | | | |
| Vendor 11-175-7464 | | | | | |
| Upgrade a CANoe/DENoe version with FlexRay functionality. | | | | | |
| Special functions: Entire FlexRay communication support. Support of a FIBEX database. | | | | | |
| 7000 | 1 | 07100 | CANcardXL V1.0 (License Key) | | |
| PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. | | | | | |
| Included: Library and driver for Windows 2000 and XP. | | | | | |
| Optional available: CANcabs, LINcabs. | | | | | |
| Serialno.: (15351) | | | | | |
| 8000 | 2 | 22047 | LINcab 7259mag | \$ 240.00 | \$ 480.00 |
| | | Discount [%] | 5.00- % | | \$ 24.00- |
| | | | | | \$ 456.00 |
| PR793908 0017 | | | | | |
| Vendor 11-175-7464 | | | | | |
| Vector LINcab with stress functionality. Suitable for 12V- and 24V-LIN applications between 5 Kbaud and 20 Kbaud. Infineon LIN Transceiver TLE7259. Galvanically isolated. Power supply either internal (12V) or external (6-36V). | | | | | |
| 9000 | 1 | 31318 | FlexCard Cyclone II / E-Ray | \$ 2,388.00 | \$ 2,388.00 |
| PR793908 0018 | | | | | |
| Vendor 11-175-7464 | | | | | |
| CARDBUS card for sending and receiving of FlexRay frames, | | | | | |

Document-No.: 84777

Date: 09/12/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|-------|-----|--------------------|--|--------------|----------------|
| | | | consists of: | | |
| | | | 1. Hardware FlexCard | | |
| | | | - 32 BIT CARDBUS card | | |
| | | | - FlexRay E-Ray Communication Controller | | |
| | | | - Two FlexRay channels with FlexRay Physical Layer TJA1080 | | |
| | | | - Trigger input for hardware synchronisation with the Vector XL interface family | | |
| | | | - Trigger output for external devices (e.g. spectrum analyzer) | | |
| | | | Note: A CARDBUS compatible PCMCIA drive will be required when used with a Desktop PC. | | |
| | | | 2. Firmware | | |
| | | | - Support of FlexRay protocol version 2.x | | |
| | | | - Monitoring mode for receiving of FlexRay frames | | |
| | | | - Node mode for receiving and sending of FlexRay frames | | |
| | | | 3. Driver-Dll | | |
| | | | - For use of the FlexCard with Vector FlexRay tools. Supported OS: Windows 2000/XP | | |
| | | | 4. Programming library | | |
| | | | - For the use of custom applications with the FlexCard | | |
| | | | 5. Cables | | |
| | | | - cables to connect FlexCard with the FlexRay bus (D-SUB 9) | | |
| 10000 | 1 | 40050 | CANdelaStudio Admin V5.0 | \$ 13,560.00 | \$ 13,560.00 |
| | | PR793908 0014 | | | |
| | | Vendor 11-175-7464 | | | |
| | | | Development Tool for creation, modification and administration of CANdela diagnostic templates to implement manufacturer specific diagnostic requirements into a machine-readable XML-CANdela format. Report generator to RTF. Translation view and processing of non-western European data. We assure usability of modified templates for code generation ("CANdesc") or in other (Vector) Tools only for templates released by Vector. | | |
| | | | For Windows 2000/XP. Per-seat license. | | |
| | | | Serialno.: (4005000075) | | |
| 11000 | 1 | 40048 | CANdelaStudio Standard V5.0 | \$ 6,762.00 | \$ 6,762.00 |
| | | PR793908 0012 | | | |
| | | Vendor 11-175-7464 | | | |
| | | | Development tool for registration of diagnostic description data for diagnostics via CAN. Use of document templates for implementation of customer specific diagnostic concepts. Uses XML format for description files and RTF format for the report generator files (readable with MS-Word). | | |
| | | | For Windows 2000/XP. Per-seat license. | | |
| | | | Serialno.: (4004800501) | | |
| 12000 | 10 | 28022 | CANlog4 | \$ 2,260.00 | \$ 22,600.00 |

Document-No.: 84777

Date: 09/12/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|-------|-----|----------|--|-------------|----------------|
| | | | PR793908 006 Vendor 11-175-7464 Data logger for CAN, supports up to five measurement channels and 2 MB logging memory. CAN transceivers for the channels 1-4 have to be ordered separately. Different trigger can be configured via CANalyzer / CANoe version 3.1 or later. Incl. CANlog cable CL4, USB cable with Binder 4-pin, software on CD and manual. | | |
| 12010 | 10 | 28012 | CANlog Piggy-Back 6255 | \$ 100.00 | \$ 1,000.00 |
| | | | PR793908 007 Vendor 11-175-7464 Piggy back for CANlog3 and CANlog4. With one single-wire CAN transceiver Infineon TLE6255G for CAN low speed busses. | | |
| 12020 | 20 | 28015 | CANlog Piggy-Back 1050 | \$ 102.00 | \$ 2,040.00 |
| | | | PR793908 008 Vendor 11-175-7464 Piggy back for CANlog3 and CANlog4. With one transceiver Philips TJA1050 for CAN high speed busses. | | |
| 12025 | 10 | 28014 | CANlog I/O Card D4I40 | \$ 320.00 | \$ 3,200.00 |
| | | | PR793908 010 Vendor 11-175-7464 Expansion board for CANlog3 and CANlog4; with four digital input channels (0-45V) and four digital outputs channels (5-45V; 500 mA). | | |
| 12040 | 10 | 28019 | CANlog4 Flash card 64 MB | \$ 250.00 | \$ 2,500.00 |
| | | | PR793908 009 Vendor 11-175-7464 64MB Flash card for storage of measurement data for CANlog4. In addition to the already build in 2MB memory. | | |
| 13000 | 10 | 28051 | CANlog/Multilog LOGview | \$ 580.00 | \$ 5,800.00 |
| | | | PR793908 011 Vendor 11-175-7464 Compact LCD including connecting cable and Binder 5-pin for CANlog3, CANlog4 and Multilog. | | |
| 15000 | 1 | MA-CDS-A | Maintenance Agr. CANdelastudio Adm. | \$ 2,440.00 | \$ 2,440.00 |
| ** | | | Discount [%] | 100.00- % | \$ 2,440.00- |
| | | | Scope of services: Updates for software + options within the maintenance periode Maintenance costs: 18% of the software list price per licence and year Maturity: Due at the start of the maintenance period (2nd year after purchase) Duration: At least 1 year | | |

Document-No.: 84777

Date: 09/12/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|---|-----|--------------|-------------------------------------|-------------|----------------------|
| Precondition: Actual software licence | | | | | |
| With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below. | | | | | |
| 16000 | 1 | MA-CDS-S | Maintenance Agr. CANdelaStudio Std. | \$ 1,217.00 | \$ 1,217.00 |
| ** | | | | | |
| | | Discount [%] | 100.00- % | | \$ 1,217.00- |
| Scope of services: Updates for software + options within the maintenance periode Maintenance costs: 18% of the software list price per licence and year Maturity: Due at the start of the maintenance period (2nd year after purchase) Duration: At least 1 year Precondition: Actual software licence | | | | | |
| With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below. | | | | | |
| Total value | | | | | \$ 238,412.60 |

NOTE: GeneralMotors specific adaptation and extensions for CANdelaStudio View, CANdelaStudio Standard for CANdelaStudio Pro.

The CANdela document template is managed by GM-Opel and available from Mr. Schieck (e-mail: rudi.schieck@de.opel.com).

A GM supplier certification by OPEL, GM North America or GM Holden is required by Mr. Schieck.

Upon receipt of PO, Vector will update and prorate contract # 4008319 for the additions of the LIN and FlexRay options to CANoe SN: 1112302793

We deliver based upon the following Terms and Conditions:

Acceptance and delivery of this order is governed by Vector CANTech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at:

http://www.vector-cantech.com/portal/medien/vector_cantech/Vector_Terms_and_Conditions.pdf

Terms of payment:

Within 30 days without deduction

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Document-No.: 84777

Date: 09/12/2007

Best Regards,
Vector CANtech, Inc.
Crystal Kahler

EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS

1. TERMS AND CONDITIONS. Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii) Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

2. ADDITIONAL DEFINITIONS.

2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.

2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.

2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.

2.4 "Purchase Order" means Customer's acceptance of the Quote.

2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.

2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.

3. MODIFICATION. The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

Document-No.: 84777

Date: 09/12/2007

4. LICENSE. Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.

5. DELIVERY AND SHIPMENT. Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.

6. TAXES. Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY. If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.

8. INSOLVENCY. Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.

9. GRANT OF SECURITY INTEREST. Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

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these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

10. CANCELLATION. Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.

11. DELAYS. Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.

12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.

13. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED

Document-No.: 84777

Date: 09/12/2007

THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT.

15. GENERAL PROVISIONS.

15.1 Choice of Law. The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

15.2 Invalid Provision. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.

15.3 Entire Agreement. The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.

15.4 Waiver. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.

15.5 Export Laws. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.

15.6 Additional Rights. All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.

15.7 Assignment/Transfer. Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003



Suite 550
39500 Orchard Hill Place
Novi, MI 48375

Phone (248) 449-9290
Fax (248) 449-9704
sales@vector-cantech.com

Quotation 15022736 Rev. 4 09/05/2007

Ms. Rebecca Degenfelder
M/C 482-B29-D84
General Motors Corporation
400 Renaissance Center
Detroit MI 48265
Phone : +1 313 667 3963
Fax : +1 313 667 4622
E-Mail : rebecca.degenfelder@gm.com

Dear Ms. Degenfelder,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal (USD) |
|--|-----|--------------|--------------------|-------------|-----------------|
| 1000 | 19 | 02177 | CANalyzer pro V6.1 | \$ 4,410.00 | \$ 83,790.00 |
| | | Discount [%] | 40.00- % | | \$ 33,516.00- |
| | | | | | \$ 50,274.00 |
| Software tool for ECU analysis and testing of distributed systems. Database support for symbolic access to the bus communication and to the analysis of signal values in Trace window, Data window, Graphic window, Statistics window and Bus Statistics window. Creation of display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Windows COM interface for connecting to other tools. For Windows 2000/XP/Vista (Vista only for CAN and LIN and when User Account Control (UAC) is deactivated). Special functions: Entire CAN communication support. Diagnostic interpretation based on CANdela description files. CANdela Viewer to view CANdela description files. | | | | | |
| 2000 | 19 | 03047 | CANape V6.5 | \$ 6,314.00 | \$ 119,966.00 |
| | | Discount [%] | 20.00- % | | \$ 23,993.20- |
| | | | | | \$ 95,972.80 |
| Calibration system for electronic control units. Measurement data aquisition, visualization and evaluation, flash programming and parameter calibration. | | | | | |

Document-No.: 15022736 Date: 09/05/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|---|-----|--------------|-------------------|------------|----------------|
| Supported protocols are CAN, LIN, Flexray, CCP, XCP, KWP2000 (CAN, K-Line). Integrated ASAP2 database editor, updater and merger. "Diagnostic Feature Set" to execute diagnostic services in the ECU based on CDD or ODX 2.0 database. Calibration Data Management to manage parameter sets. Recording and evaluation of Video/Audio and GPS data. Designed for Windows 2000/XP/Vista. Vista support only for CAN and LIN and if User Account Control (UAC) is deactivated. | | | | | |
| 3000 | 19 | 07100 | CANcardXL V1.0 | \$ 730.00 | \$ 13,870.00 |
| | | Discount [%] | 5.00- % | | \$ 693.50- |
| | | | | | \$ 13,176.50 |
| PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs. | | | | | |
| 4000 | 38 | 22066 | CANcab 1050opto | \$ 215.00 | \$ 8,170.00 |
| | | Discount [%] | 5.00- % | | \$ 408.50- |
| | | | | | \$ 7,761.50 |
| CAN connection cable for CANcardXL including one Philips high speed transceiver TJA1050. Opto decoupled. | | | | | |
| 5000 | 19 | 22051 | CANcab 5790opto c | \$ 276.00 | \$ 5,244.00 |
| | | Discount [%] | 5.00- % | | \$ 262.20- |
| | | | | | \$ 4,981.80 |
| CAN connection cable for CANcardXL with one Philips single wire CAN transceiver AU5790c. Opto decoupled. | | | | | |
| 6000 | 1 | 11123 | CANoe V6.1 | | |
| Software tool for creation and execution of (remaining bus) simulation, ECU analysis and testing of distributed systems. Database support for symbolic access to the bus communication and to the analysis of signal values in Trace window, Data window, Graphic window, Statistics window and Bus Statistics window. Creation of operator and display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Modeling libraries (e.g. Interaction Layer, Network Management, Transport Protocol). CANoe Realtime to expand the total performance of the system. Windows COM interface for connecting to other tools. For Windows 2000/XP/Vista (Vista only for CAN and LIN and when User Account Control (UAC) is deactivated). Special functions: Entire CAN communication support. Test Feature Set for easy and flexible testing. Diagnostic Feature Set for execution and display of diagnostic services (diagnostic tester function) based on UDS and KWP2000. CANDela Viewer to view CANDela description files. Serialno.: (1112302793) | | | | | |

Document-No.: 15022736 Date: 09/05/2007

| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|--|-----|--------------|---|-------------|----------------|
| 6010 | 1 | 11135 | CANoe/DENoe Opt .LIN (Upgrade) | \$ 2,520.00 | \$ 2,520.00 |
| | | Discount [%] | 25.00- % | | \$ 630.00- |
| | | | | | \$ 1,890.00 |
| <p>Upgrade a CANoe/DENoe version with LIN functionality. Special functions: Entire LIN communication support. Support for protocol specifications: LIN1.3 (also TOYOTA standard), LIN2.x (also SAE J2602), COOL-LIN (now called COOLING). Simulation & analysis of LIN networks according to LIN Description File (LDF). Viewing & analysis of LIN Description Files (LDFs). Functions for modeling Master & Slave nodes. Creating, editing & generating LIN schedule tables. Interactive manipulation of the scheduler. User-defined test case definition, control & reporting functions for LIN nodes. Creation and execution of LIN conformance tests for Master and Slave (XL hardware required). Stimulation of protocol errors and protocol manipulation respectively (Stress Feature Set).</p> | | | | | |
| 6020 | 1 | 11141 | CANoe/DENoe Opt .FlexRay (Upgrade) | \$ 5,400.00 | \$ 5,400.00 |
| | | Discount [%] | 25.00- % | | \$ 1,350.00- |
| | | | | | \$ 4,050.00 |
| <p>Upgrade a CANoe/DENoe version with FlexRay functionality. Special functions: Entire FlexRay communication support. Support of a FIBEX database.</p> | | | | | |
| 7000 | 1 | 07100 | CANcardXL V1.0 (License Key) | | |
| <p>PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs. Serialno.: (15351)</p> | | | | | |
| 8000 | 2 | 22047 | LINCab 7259mag | \$ 240.00 | \$ 480.00 |
| | | Discount [%] | 5.00- % | | \$ 24.00- |
| | | | | | \$ 456.00 |
| <p>Vector LINCab with stress functionality. Suitable for 12V- and 24V-LIN applications between 5 Kbaud and 20 Kbaud. Infineon LIN Transceiver TLE7259. Galvanically isolated. Power supply either internal (12V) or external (6-36V).</p> | | | | | |
| 9000 | 1 | 31318 | FlexCard Cyclone II / E-Ray | \$ 2,388.00 | \$ 2,388.00 |
| <p>CARDBUS card for sending and receiving of FlexRay frames, consists of:</p> <ol style="list-style-type: none"> 1. Hardware FlexCard <ul style="list-style-type: none"> - 32 BIT CARDBUS card - FlexRay E-Ray Communication Controller - Two FlexRay channels with FlexRay Physical Layer TJA1080 - Trigger input for hardware synchronisation with the Vector XL interface familiy | | | | | |

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| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|-------|-----|--------------|--|--------------|----------------|
| | | | <ul style="list-style-type: none"> - Trigger output for external devices (e.g. spectrum analyzer) <p>Note: A CARDBUS compatible PCMCIA drive will be required when used with a Desktop PC.</p> <p>2. Firmware</p> <ul style="list-style-type: none"> - Support of FlexRay protocol version 2.x - Monitoring mode for receiving of FlexRay frames - Node mode for receiving and sending of FlexRay frames <p>3. Driver-Dll</p> <ul style="list-style-type: none"> - For use of the FlexCard with Vector FlexRay tools. Supported OS: Windows 2000/XP <p>4. Programming library</p> <ul style="list-style-type: none"> - For the use of custom applications with the FlexCard <p>5. Cables</p> <ul style="list-style-type: none"> - cables to connect FlexCard with the FlexRay bus (D-SUB 9) | | |
| 10000 | 1 | 40050 | CANdelaStudio Admin V5.0 | \$ 13,560.00 | \$ 13,560.00 |
| | | | Development Tool for creation, modification and administration of CANdela diagnostic templates to implement manufacturer specific diagnostic requirements into a machine-readable XML-CANdela format. Report generator to RTF. Translation view and processing of non-western European data. We assure usability of modified templates for code generation ("CANdesc") or in other (Vector) Tools only for templates released by Vector. For Windows 2000/XP. Per-seat license. | | |
| 10010 | 1 | 40031 | CANdelaStudio OEM Support GM | | |
| | | | GeneralMotors specific adaptation and extensions for CANdelaStudio View, CANdelaStudio Standard for CANdelaStudio Pro. The CANdela document template is managed by GM-Opel and available from Mr. Schieck (e-mail: rudi.schieck@de.opel.com). A GM supplier certification by OPEL, GM North America or GM Holden is required by Mr. Schieck. | | |
| 11000 | 1 | 40048 | CANdelaStudio Standard V5.0 | \$ 6,762.00 | \$ 6,762.00 |
| | | | Development tool for registration of diagnostic description data for diagnostics via CAN. Use of document templates for implementation of customer specific diagnostic concepts. Uses XML format for description files and RTF format for the report generator files (readable with MS-Word). For Windows 2000/XP. Per-seat license. | | |
| 11010 | 1 | 40031 | CANdelaStudio OEM Support GM | | |
| | | | GeneralMotors specific adaptation and extensions for CANdelaStudio View, CANdelaStudio Standard for CANdelaStudio Pro. The CANdela document template is managed by GM-Opel and available from Mr. Schieck (e-mail: rudi.schieck@de.opel.com). A GM supplier certification by OPEL, GM North America or GM Holden is required by Mr. Schieck. | | |

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| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|--|-----|-------------------|--|-------------|----------------|
| 12000 | 10 | 28022 | CANlog4 Data logger for CAN, supports up to five measurement channels and 2 MB logging memory. CAN transceivers for the channels 1-4 have to be ordered separately. Different trigger can be configured via CANalyzer / CANoe version 3.1 or later. Incl. CANlog cable CL4, USB cable with Binder 4-pin, software on CD and manual. | \$ 2,260.00 | \$ 22,600.00 |
| 12010 | 10 | 28012 | CANlog Piggy-Back 6255 Piggy back for CANlog3 and CANlog4. With one single-wire CAN transceiver Infineon TLE6255G for CAN low speed busses. | \$ 100.00 | \$ 1,000.00 |
| 12020 | 20 | 28015 | CANlog Piggy-Back 1050 Piggy back for CANlog3 and CANlog4. With one transceiver Philips TJA1050 for CAN high speed busses. | \$ 102.00 | \$ 2,040.00 |
| 12040 | 10 | 28019 | CANlog4 Flash card 64 MB 64MB Flash card for storage of measurement data for CANlog4. In addition to the already build in 2MB memory. | \$ 250.00 | \$ 2,500.00 |
| 12050 | 10 | 28014 | CANlog I/O Card D4I40 Expansion board for CANlog3 and CANlog4; with four digital input channels (0-45V) and four digital outputs channels (5-45V; 500 mA). | \$ 320.00 | \$ 3,200.00 |
| 13000 | 10 | 28051 | CANlog/Multilog LOGview Compact LCD including connecting cable and Binder 5-pin for CANlog3, CANlog4 and Multilog. | \$ 580.00 | \$ 5,800.00 |
| 14000 | 1 | MA-COE | Maintenance Agreement CANoe | \$ 1,985.00 | \$ 1,985.00 |
| ** | | | | | |
| | | Discount [%] | 100.00- % | | \$ 1,985.00- |
| Discounted given because Maintenance for this S/N has already been paid Scope of services: Updates for software + options within the maintenance period Maintenance costs: 18% of the software list price per license and year Maturity: Due at the start of the maintenance period Duration: At least 1 year Precondition: Actual software license | | | | | |
| The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below. | | | | | |
| 14010 | 1 | MA-COE.LIN | Maintenance for Option .LIN | \$ 314.00 | \$ 314.00 |
| 14020 | 1 | MA-COE.FR | Maintenance for Option .FR | \$ 674.00 | \$ 674.00 |

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| Item | Qty | PartNr. | Description | Price(USD) | LineTotal(USD) |
|--|-----|--------------|-------------------------------------|-------------|----------------------|
| 15000 | 1 | MA-CDS-A | Maintenance Agr. CANdelaStudio Adm. | \$ 2,440.00 | \$ 2,440.00 |
| ** | | Discount [%] | 100.00- % | | \$ 2,440.00- |
| <p>Scope of services: Updates for software + options within the maintenance periode</p> <p>Maintenance costs: 18% of the software list price per licence and year</p> <p>Maturity: Due at the start of the maintenance period (2nd year after purchase)</p> <p>Duration: At least 1 year</p> <p>Precondition: Actual software licence</p> <p>With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.</p> | | | | | |
| 16000 | 1 | MA-CDS-S | Maintenance Agr. CANdelaStudio Std. | \$ 1,217.00 | \$ 1,217.00 |
| ** | | Discount [%] | 100.00- % | | \$ 1,217.00- |
| <p>Scope of services: Updates for software + options within the maintenance periode</p> <p>Maintenance costs: 18% of the software list price per licence and year</p> <p>Maturity: Due at the start of the maintenance period (2nd year after purchase)</p> <p>Duration: At least 1 year</p> <p>Precondition: Actual software licence</p> <p>With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.</p> | | | | | |
| Total value | | | | | \$ 239,400.60 |

NOTE: Changed amount for the additions of the LIN and FlexRay options to CANoe SN: 1112302793 maintenance contract 40008319 to reflect prorated amount for options.

We deliver based upon the following Terms and Conditions:

Orders placed are governed by Vector CANTech's Terms and Conditions which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are located at:
http://www.vector-cantech.com/portal/medien/vector_cantech/Vector_Terms_and_Conditions.pdf.

Terms of payment:

Within 30 days without deduction
If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

Document-No.: 15022736 Date: 09/05/2007

This quotation is valid for 30 days.
Shipping is FOB destination - USA only.

Best Regards,
Vector CANtech, Inc.
Marc Semma